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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

EC-C, JR., BY AND THROUGH HIS
GAL, EDUARDO CASTILLO-CASTRO,
SR., ET AL,

Plaintiffs,

v.

UNITED STATES OF AMERICA,
Defendant.

Case No. C 13-03344 EJD

~~[PROPOSED]~~ ORDER

Pursuant to the Court's Order of February 26, 2015, Document 38, the parties, through counsel, jointly submit the following stipulated proposed Order for the Court's approval:

1. Gross Settlement

The Court has previously approved the settlement of the two minors' claims by Order filed February 26, 2015, Document 38. The gross amount of the total settlement to all Plaintiffs is \$150,000.00 ("Settlement Amount"), allocated as follows: \$145,000.00 for the claim of EC-C, Jr., a minor, \$4,800.00 for the claim of MC-C, a minor, and \$100.00 to each of the adult Plaintiffs, Eduardo Castillo-Castro, Sr. and Maria Castro-Castillo, the minors' parents.

[PROPOSED] ORDER
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2. Litigation Costs

Litigation costs of \$24,771.86 incurred by Plaintiffs' counsel in this action are approved.

3. Medical Liens

EC-C, Jr.'s compromised medical liens shall be paid as follows: \$15,000.00 to Athem Blue Cross; \$1,007.05 to American Medical Response; and \$272.00 to Palo Alto Medical Foundation.

4. Attorneys' Fees

Attorneys' fees for Plaintiffs' counsel in the total amount of 36,250.00 are approved. However, Plaintiffs' counsel has agreed to deposit \$5,000.00 of his fee into the block account of EC-C, Jr. described in Paragraph 7-B.

5. Protection of MC-C's net settlement proceeds

A blocked account shall be created on behalf of MC-C at the Federal Credit Union at 333 Claref Street, Capitola, California 95010 and the amount of \$4,800.00 shall be deposited therein. No withdrawals of principal or interest shall be made from the blocked account or accounts within written order under this case name and number, signed by a judge, and bearing the seal of this court, until the minors attain the age of 18 years. When the minors attain the age of 18 years, the depository, without further order of this court, is authorized and directed to pay directly to the former minors, under proper demand, all monies including interest deposited under this order. The money on deposit is not subject to escheat. Plaintiffs must deliver to each depository at the time of deposit a copy of this order.

6. Cash Payment to Eduardo Castillo-Castro, Sr. for the benefit of EC-C, Jr.

\$10,000.00 shall be disbursed to Edward Castillo-Castro, for the benefit of EC-C, Jr. to purchase the following for EC-C, Jr.: a computer, monitor, printer, software, internet connection, monthly internet service for 12 months, a computer desk and chair, lessons to learn how to use the computer, a large screen television for his bedroom, one pair of Michael Jordan shoes, two pairs of Vans pants, two shirts, and airline tickets for one round-trip to and from Michoacan, Mexico. Any unused funds of this \$10,000.00 cash payment shall be placed into the blocked account described in Paragraph 7-B.

1 7. Protection of the balance of EC-C Jr.'s net settlement proceeds.

2 A. Purchase of Annuity.

3 Ringler Associates shall disburse the settlement proceeds in accordance with the terms of this
4 Order within five business days after it receives notice from its bank that the Settlement Amount has
5 been received into said company's trust account and legible copies of the birth certificate or social
6 security card for EC-C, Jr.. Ringler Associates shall use \$50,000.00 to purchase an annuity described
7 below from an annuity company rated not less than A+ by A.M. Best Company. The payee is Edwardo
8 Castillo-Castro Jr. The terms of payment are: \$666.62 payable monthly guaranteed for 9 years 1 month
9 starting at age 21 on 08/23/2024 guaranteed through the age 30 on 08/23/2033. In the event the cost of
10 the annuity has changed prior to purchase, the benefit payable on or about 08/23/2024 will be adjusted
11 upward or downward to whatever payment can be secured for a premium amount no less, and not
12 greater than \$50,000.00. The annuity contract being purchased will be owned solely and exclusively by
13 the United States and will be purchased as soon as practicable following the execution of this
14 Agreement. The United States' only obligation with respect to said annuity contract and any annuity
15 payments therefrom is to purchase the annuity contract. The United States does not guarantee or insure
16 any of the annuity payments. The United States is released from any and all obligations with respect to
17 the funds spent for the annuity contract and the annuity payments upon the purchase of the annuity
18 contract. The annuity company that issues the annuity contract shall at all times have the sole obligation
19 for making all annuity payments. The obligation of the annuity company to make each annuity payment
20 shall be discharged upon the mailing of a valid check, a direct deposit, or an electronic deposit, in the
21 amount of such payment to the address or account designated by the party to whom the payment is
22 required to be made under this Order. Payments lost or delayed through no fault of the annuity company
23 shall be promptly replaced by the annuity company issuing the payment, but the annuity company is not
24 liable for interest during the interim. The annuity payments cannot be assigned accelerated, deferred,
25 increased or decreased by the parties, that no part of any annuity payments called for herein or any
26 assets of the United States are subject to execution or any legal process for any obligation in any
27 manner, and that the Plaintiffs shall not have the power or right to sell, assign, mortgage, encumber, or
28 anticipate said annuity payments, or any part thereof, by assignment or otherwise. Plaintiffs, heirs,

1 executors, administrators, or assigns do hereby agree to maintain with the annuity company and the
2 United States a current mailing address and to notify the annuity company and the United States of the
3 death of the minors within 5 days of death. The minor must be alive at the time the annuity contract is
4 purchased. In the event of the death of the minors prior to the date the annuity contract is purchased, the
5 settlement agreement is null and void with respect to the deceased minor.

6 B. Blocked Account.

7 A blocked account shall be created on behalf of EC-C, Jr., at the Federal Credit Union at 333
8 Claref Street, Capitola, California 95010 and the amount of \$7,699.09 shall be deposited therein along
9 with the \$5,000.00 from Plaintiffs' Counsel's fee for a total deposit of \$12,699.09. No withdrawals of
10 principal or interest shall be made from the blocked account or accounts within written order under this
11 case name and number, signed by a judge, and bearing the seal of this court, until the minors attain the
12 age of 18 years. When the minors attain the age of 18 years, the depository, without further order of this
13 court, is authorized and directed to pay directly to the former minors, under proper demand, all monies
14 including interest deposited under this order. The money on deposit is not subject to escheat. Plaintiffs
15 must deliver to each depository at the time of deposit a copy of this order.

16 8. Issuance of Check

17 Upon the issuance of this Order, counsel for the United States will promptly request the USPS to
18 send him a check in the amount of \$150,000.00 made payable to Ringler Associates. Upon receipt of that
19 check, Ringler Associates will then send a check in the amount of \$100,000.00 to Plaintiffs' Counsel for
20 disbursement to Plaintiffs and the lien claimants according to the terms of this Order. Plaintiffs and their
21 attorney have been informed that payment of the Settlement Amount may take sixty (60) days or more
22 from the date that the Court issues this Order to process. Plaintiff and their attorney shall promptly
23 provide to defense counsel any additional information that may be necessary for the payment of the
24 Settlement Amount.

25 9. Continuing Jurisdiction

26 The Court will have continuing jurisdiction over the minors' settlements.

27 10. Authority

28 Counsel for both parties represent that their respective clients have reviewed and approved

the terms of this Order and have authorized counsel to submit it to the Court.

11. Additional Documentation

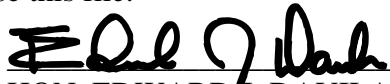
Additional document (e.g., proof of litigation costs) will be provided to the Court upon request.

12. Dismissal with Prejudice

This action is hereby dismissed with prejudice.

PURSUANT TO THE STIPULATION OF THE PARTIES, AND FOR GOOD CAUSE, IT IS SO ORDERED. The Clerk shall close this file.

Dated: April 27, 2015


HON. EDWARD J. DAVILA
United States District Judge

Approved as to substance and form:

Dated: April 24, 2015

LAW OFFICES OF RICHARD STASKUS

By: /S/
RICHARD J. STASKUS
Attorney for Plaintiffs

Dated: April 24, 2015

MELINDA HAAG
UNITED STATES ATTORNEY

By: /S/
JAMES A. SCHARF
Assistant U.S. Attorney
Attorneys for Defendant